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County of San Diego
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Clerk of the Superior Court
By R. Espiritu II ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

BLAKE BALBI, as a private attorney general on behalf of the State of California and all Aggrieved Employees,

Plaintiff,

vs.

TRIDENT MARITIME SYSTEMS, INC., a business entity form unknown; US JOINER LLC, a limited liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 26CU053698C

REPRESENTATIVE ACTION COMPLAINT:

(1) CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698, *et seq.*)

UNLIMITED CIVIL CASE

Plaintiff Blake Balbi ("Plaintiff"), on behalf of himself, all other Aggrieved Employees, and the State of California, hereby brings this Representative Action Complaint ("Complaint") against Trident Maritime Systems, Inc., US Joiner LLC, and Does 1 through 100, inclusive (collectively, "Defendants"), and on information and belief allege as follows:

JURISDICTION

1. Plaintiff, on behalf of himself, all other Aggrieved Employees, and the State of California, hereby brings this Complaint for recovery of civil penalties under the Private Attorneys General Act, Labor Code § 2698, *et seq.* ("PAGA"), and Industrial Welfare Commission Wage Order 9 ("Wage Order 9"). The monetary damages that Plaintiff seeks exceed this Court's jurisdictional minimum.

VENUE

2. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in San Diego County. Defendants own, maintain offices, transact business, employ employees, have an agent or agents within San Diego County, and/or otherwise are found within San Diego County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

PARTIES

3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident. Plaintiff was employed by Defendants within the statute of limitations periods applicable to each cause of action pled herein.

4. Plaintiff is informed and believes, and based thereon alleges, that within the statute of limitations period applicable to each cause of action pled herein and continuing to the present, Defendants did (and continue to do) business in the design, construction, and repair of ships, and employed Plaintiff and other employees within San Diego County and the state of California and, therefore, were (and are) doing business in San Diego County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said

defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and other Aggrieved Employees to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and other Aggrieved Employees.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all relevant times, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acted within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, all Defendants were joint employers for all purposes of Plaintiff and other Aggrieved Employees.

REPRESENTATIVE ACTION ALLEGATIONS

9. Plaintiff was employed by Defendants in various hourly, non-exempt positions from approximately 2015 until on or about May 2026.

10. During Plaintiff's employment and the time period relevant to this action, Defendants did not pay for all hours Plaintiff worked as required by California law. Instead, Defendants maintain systematic timekeeping and payroll practices that round, edit, and/or shave employees' times, even though Defendants' timekeeping system recorded to the minute the time that employees were on the clock. Defendants' practice is not a "neutral" time-rounding practice. Instead, Defendants frequently rounded employees' times *down* even when a neutral rounding

system would have rounded the times up. For instance, on or about September 15, 2025, Plaintiff clocked in at 4:44 a.m. and clocked out at 2:43 pm. In total, Plaintiff was on the clock for 9.98 hours that workday. If Defendants had utilized a neutral rounding practice (i.e., a practice that rounded to the nearest quarter hour without regard to whether the employee gained or lost time as a result), Plaintiff's clock-in and clock-out times would have been rounded to 4:45 a.m. and 2:45 p.m., and Plaintiff would have been paid for 10.0 hours (after deducting 30 minutes for lunch). Instead, Plaintiff's clock-in and clock-out times were rounded *down* to 5:00 a.m. and 2:00 p.m., such that he was paid for just 8.5 hours that workday (after deducting 30 minutes for a meal period), which was significantly less than the hours he was on the clock. Similarly, the next workday (on or about September 16, 2025), Plaintiff clocked in at 4:43 a.m. and clocked out at 2:51 p.m., but Defendants rounded down Plaintiff's time clock entries to 5:00 a.m. and 2:00 p.m., respectively, and auto-deducted 30 minutes for lunch, and therefore only paid him for 8.5 hours. On information and belief, Defendants have likewise rounded and shaved other non-exempt employees' time to those employees' detriment during the putative class period.

11. In addition to unlawfully rounding, editing, and/or shaving employees' on-the-clock times, Defendants also failed to pay for off-the-clock work, including time spent donning and doffing personal protective equipment (PPE). Each workday, Plaintiff and other non-exempt employees started work by swiping their ID badge at the entrance to the shipyard (this, however, did *not* clock them in). Defendants then required Plaintiff and other non-exempt employees to put on their PPE *before* they clocked in. Similarly, at the end of the shift, Defendants required Plaintiff and other non-exempt employees to clock-out *before* removing their PPE and leaving the shipyard. Plaintiff estimates that it took approximately 10 total minutes to don and doff his PPE each workday, and Defendants failed to compensate Plaintiff and its other non-exempt employees for this worktime.

12. As explained above, Plaintiff and other employees were required to don their PPE and walk to the time clock before clocking in. This was "off-the-clock" work as described above. After clocking in, they were required to walk to their work stations (with their PPE on), which were on the deck of a massive ship. They were required to be at their workstations at the time that

was scheduled for the beginning of their shift. For example, if Plaintiff's shift was scheduled to begin at 5:00 a.m., he was required to badge in, put on his PPE, and walk to his work station before 5:00 a.m. The walk from the gate to the work station was arduous and took a significant amount of time, since employees had to navigate through a massive shipyard just to arrive at the ship, and then climb numerous floors of stairs to get to the deck of the ship where the workstation was located. However, they were not paid for any of this time.

13. Defendants should have paid much of the above unpaid work time at the overtime rate because, if properly compensated, it would have resulted in Plaintiff and other non-exempt employees working more than 8 hours in a workday or more than 40 hours in a workweek. On information and belief, Defendants have likewise under-paid other non-exempt employees during the putative class period as a result of this unlawful time-rounding/time-shaving system and the failure to pay for off-the-clock work, resulting in unpaid minimum wages and unpaid overtime wages.

14. Defendants have also failed to provide meal periods to Plaintiff and other non-exempt employees as required under California law. Specifically, Defendants automatically deducted 30 minutes from each shift Plaintiff and other non-exempt employees worked in order to account for an employee meal period. Yet, Plaintiff and other non-exempt employees did not actually clock out for their meal periods, nor did they actually take a timely, 30-minute, duty-free meal period during such instances. Instead, their meal periods were frequently interrupted by requests to return to work. Moreover, Plaintiff and other non-exempt employees did not have the freedom to take a duty-free meal period because the work environment was under construction, which meant they had to keep their PPE on during their meal periods. And as a practical matter, employees could not leave the premises since the ship itself was so massive that it would be impossible to leave the ship, eat a meal, and return within 30 minutes. As a result, Plaintiff and other non-exempt employees were not free of all duty and/or were otherwise under Defendants' control during meal periods. Yet Defendant still auto-deducted 30 minutes from employees' time records for a meal period, resulting in further unpaid wages.

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15. In addition, meal periods (when they were taken) were chronically late, as meal periods were generally supposed to be taken at 10:00, 10:30, or 11:00 a.m., even though Plaintiff and other non-exempt employees frequently began working prior to 5:00, 5:30 or 6:00 a.m. For example, in the workdays referenced in paragraph 10 above, Plaintiff was on the clock since well before 5:00 a.m. (and indeed, he should have been paid even prior to clocking in, to account for the time spent donning his PPE). Thus, a 10:00 or 10:30 a.m. meal period started more than 5 hours after Plaintiff began working. Likewise, other non-exempt employees were not provided timely meal periods during the putative class period.

16. Despite failing to provide Plaintiff and other non-exempt employees with legally compliant meal periods, Defendants have failed to pay the meal period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants have maintained no payroll code or other mechanism for paying meal period premiums when Defendants failed to provide a legally compliant meal period.

17. As with meal periods, Defendants have also failed to authorize and permit compliant rest periods to Plaintiff and other non-exempt employees. Although Plaintiff and other non-exempt employees regularly worked more than 3.5 hours in a workday for Defendants, Defendants did not allow them to take a 10-minute, duty-free rest period. Rest periods were frequently interrupted by the demands of work, and the high workload meant that they had to work through their rest periods to get through a day's work. There was also no place available to take a bona fide rest period because the work environment was an active construction zone.

18. Despite failing to authorize and permit legally compliant rest periods to Plaintiff and other non-exempt employees, Defendants have failed to pay the rest period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants have maintained no payroll code or other mechanism for paying rest period premiums when Defendants failed to authorize and permit a legally compliant rest period.

19. As a result of Defendants' failure to pay all wages due, their failure to account for and compensate for all hours worked by its employees, and their failure to pay meal and rest

period premium wages, Defendants have failed to pay all wages to Plaintiff and other formerly employed non-exempt employees at the separation of their employment.

20. As a further result of Defendants' unlawful practices described above, Defendants have maintained inaccurate records and have issued inaccurate wage statements to Plaintiff and other non-exempt employees, as employees' wage statements failed to include accurate accountings of, among other things, all hours worked, gross and net wages earned, and all meal and rest period premium wages owed.

21. On information and belief, Defendants have engaged in the above unlawful practices throughout the putative class period and continuing to the present.

22. For purposes of this Complaint, "Aggrieved Employees" refers to all of Defendants' current and former non-exempt employees who have worked for Defendants in California at any time from June 29 2025 through the date that judgment is entered in this action or any alternative date agreed upon by the parties and/or approved by the Court.

FIRST CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

23. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though fully set forth herein.

24. Defendants have committed Labor Code violations against Plaintiff and other Aggrieved Employees. Plaintiff is an "aggrieved employee" within the meaning of the PAGA and, acting on behalf of himself, other Aggrieved Employees, and the State of California, brings this representative PAGA action against Defendants to recover the civil penalties due to Plaintiff, the State of California, and other Aggrieved Employees against whom one or more of the violations has been committed, as well as appropriate injunctive relief, based on the following Labor Code violations:

a. Failing to pay Plaintiff and other Aggrieved Employees at least the minimum wage for all hours worked, in violation of Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, and 1198;

b. Failing to Plaintiff and other Aggrieved Employees all overtime and/or double-time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

c. Failing to provide meal periods, and failing to pay meal period premiums, to Plaintiff and other Aggrieved Employees, in violation of Labor Code §§ 226.7, 512, 558, and 1198;

d. Failing to authorize and permit all rest periods, and failing to pay rest period premiums, to Plaintiff and other Aggrieved Employees, in violation of Labor Code §§ 226.7, 516, 558, and 1198;

e. Failing to furnish Plaintiff and other Aggrieved Employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226 and 1198;

f. Failing to pay Plaintiff and other formerly employed Aggrieved Employees all final wages due, in violation of Labor Code §§ 201-203;

g. Failing to maintain accurate records regarding Plaintiff and other Aggrieved Employees, in violation of Labor Code §§ 1174, 1198, and 1199.

25. On or about June 29, 2026, Plaintiff notified Defendants Trident Maritime Systems, Inc. and US Joiner LLC via certified mail, and notified the California Labor & Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim under California Labor Code § 2698 *et seq.* with respect to the violations of the Labor Code identified in paragraph 24 (a)-(g) above. Now that sixty-five (65) days have passed from Plaintiff's notifying Defendants and the LWDA of the above violations of the Labor Code, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

26. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other Aggrieved Employees, to assess and collect the civil penalties owed by Defendants, and to seek and obtain appropriate injunctive relief. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to recover under California Labor Code § 2699(k).

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

27. Upon the First Cause of Action, for civil penalties due to Plaintiff, other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code § 2699 *et seq*., as well as injunctive relief requiring Defendants to conform its practices to California law.

28. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 2699(k) and Code of Civil Procedure § 1021.5; and

29. For such other and further relief the Court may deem just and proper.

Respectfully submitted,
MARQUEE LAW GROUP, APC

Dated: September 4, 2026

By: _____
Tuvia Korobkin
Attorneys for Plaintiff